BILL NO. S-83-07-17

SPECIAL ORDINANCE NO. S-146-83

AN ORDINANCE approving a contract by the City of Fort Wayne by and through its Board of Public Works and L. W. Dailey, Inc., for Improvement Res. #5972-83 - Poplar Neighborhood, Phase II.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and L. W. Dailey, Inc., for Improvement Res. #5972-83 - Poplar Neighborhood, Phase II, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

> improvement of curbs, sidewalks, wingwalks, and drive approaches within the following streets: DEWALD STREET - from Broadway to Fox Avenue, MINER STREET - from Creighton Avenue to Dewald, FOX AVENUE - from Creighton Avenue to Dewald Street (Bid as Alternate #1);

the Contract price is Sixty-Seven Thousand One and 25/100 Dollars ($67,001.25).

SECTION 2. Prior approval was received from Council with respect to this Contract on June 7, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

[signature]
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by ______________, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______________, the ______________ day of ______________, 19__, at ______________ o'clock __.M.,E.S.T.

DATE: 7-12-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 7-26-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-146-83 on the 26th day of July, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Eisbart
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of July, 1983, at the hour of 11:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 28th day of July 1983, at the hour of 10 o'clock A.M.,E.S.T.

Win Moses Jr.
WIN MOSES, JR. - MAYOR

PROJECT Poplar Neighborhood Phase II

DATE May 4 1983 RES. NO. 5972

BID ANALYSIS SHEET

MATERIAL

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS QUAN	UNIT	MATERIAL	ESTIMATE	EXTENSION	L.W. Dailey Inc UNIT BID	L.W. Dailey Inc TOTAL BID	Gaines Const. UNIT BID	Gaines Const. TOTAL BID	Rieth-Riley UNIT BID	Rieth-Riley TOTAL BID	Hipskind Concrete UNIT BID	Hipskind Concrete TOTAL BID
[illegible]	SY	Concrete Removal	1.40	3120.00	1.30	2990.00	2.50	3250.00	2.90	3770.00	3.00	39[illegible]
[illegible]	LF	Curb Removal	1.20	2640.00	1.90	4180.00	1.35	2970.00	1.20	2640.00	1.50	33[illegible]
[illegible]	SF	Concrete Sidewalk	1.50	14250.00	1.40	13300.00	1.45	13775.00	1.55	14725.00	1.00	152[illegible]
[illegible]	SF	Concrete Wingwalk Incl Ramps	1.90	2850.00	1.70	2550.00	1.80	2700.00	1.90	2850.00	2.00	300[illegible]
[illegible]	SY	6" Concrete for Drives	18.50	925.00	17.00	850.00	18.00	900.00	16.00	800.00	18.00	900[illegible]
[illegible]	SY	8" Concrete	18.50	462.50	18.00	450.00	20.00	500.00	18.00	450.00	20.00	500[illegible]
[illegible]	LF	Concrete Curb Type III	7.00	14175.00	7.50	15187.50	6.00	12150.00	6.00	12150.00	7.00	14[illegible]
[illegible]	LF	Asphalt Patching	1.00	2200.00	0.10	220.00	0.10	220.00	0.30	660.00	0.50	110[illegible]
[illegible]	SY	Seed, Mulch, Fertilizer	0.85	1020.00	0.15	180.00	1.00	1200.00	0.30	360.00	1.00	120[illegible]
[illegible]	TON	Top Soil	5.00	800.00	2.00	320.00	3.00	480.00	5.00	800.00	5.00	80[illegible]
[illegible]	EA	Tree Removal	200.00	2800.00	100.00	1400.00	220.00	3080.00	175.00	2450.00	250.00	350[illegible]
[illegible]	EA	New 2" Tree	200.00	1200.00	100.00	600.00	100.00	600.00	120.00	720.00	250.00	150[illegible]
[illegible]	EA	New Casting Furnished & Installed	200.00	1200.00	200.00	1200.00	285.00	1710.00	200.00	1200.00	295.00	17[illegible]
[illegible]	EA	Adjust Casting to Grade	100.00	100.00	50.00	50.00	50.00	50.00	50.00	50.00	75.00	7[illegible]
[illegible]	LF	6"x8" Concrete Retaining Wall	6.00	300.00	4.50	225.00	4.00	200.00	6.00	300.00	5.75	3[illegible]
		Total		48042.50		43,702.50		43,785.00		43,925.00		51[illegible]

0.9%

Under 9%

BID ANALYSIS SHEET

...JECT Alternate # II + III

RES. NO. ______ MATERIAL ______

OFFICE OF CITY ENGI[NEER]
FORT WAYNE INDIANA

CONTRACTORS		ESTIMATE	EXTENSION	L.H. Dailey		[illegible]		Reith Riley		Hipskind C...	
...EETS — ALLEYS — SIDEWALKS UNIT	MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
SY	Concrete Removal	2.40	1200.00	2.30	1150.00	2.50	1250.00	2.90	1450.00	3.00	[illegible]
LF	Curb Removal	1.20	720.00	1.90	1140.00	1.35	810.00	1.20	720.00	1.??	[illegible]
SF	Concrete Sidewalk	1.50	4,500.00	1.40	4200.00	1.45	4350.00	1.55	4650.00	1.40	[illegible]
SF	Concrete Wingwalk Incl. Ramps	1.90	712.50	1.75	656.25	1.80	675.00	1.90	712.50	2.00	[illegible]
SY	6" Concrete for Drives	18.50	1110.00	17.00	1020.00	18.00	1080.00	16.00	960.00	18.00	[illegible]
SY	8" Concrete	18.50	925.00	19.00	950.00	20.00	1000.00	18.00	900.00	20.00	[illegible]
LF	Concrete Curb Type III	7.00	3850.00	7.50	4125.00	6.25	3437.50	6.00	3300.00	7.00	[illegible]
LF	Asphalt Patching	1.00	700.00	0.10	70.00	0.30	210.00	0.30	210.00	0.50	[illegible]
SY	Seed, Mulch + Fertilizer	0.85	425.00	0.15	75.00	1.00	500.00	0.30	150.00	1.00	[illegible]
Ton	Top Soil	5.00	325.00	2.00	130.00	3.00	195.00	5.00	325.00	5.00	[illegible]
EA	Tree Removal	200.00	1200.00	100.00	600.00	220.00	1320.00	175.00	1050.00	250.00	[illegible]
EA	New 2" Tree	200.00	1200.00	100.00	600.00	100.00	600.00	120.00	720.00	250.00	[illegible]
EA	Adjust Casting to Grade	100.00	100.00	50.00	50.00	50.00	50.00	50.00	50.00	75.00	[illegible]
	TOTAL		16,967.50		14,766.25		15,477.50		15,197.50		[illegible]
	Alternate # III										
EA	New Catch Basin Type 1-C	1200.00	9,600.00	1250.00	10,000.00	1200.00	9,600.00	1250.00	10,000.00	1400.00	11,2[illegible]
	GRAND TOTAL		98,781.37		81,767.50		82,525.00		82,790.00		96,6[illegible]

SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING 7-12-83
RATIFICATION 7-26-83

CONTRACT

73-90-18
6/29/83

This Agreement, made and entered into this 29th day of June, 1983

by and between ---------------- L.W. DAILEY, INC. ----------------

---------------- 1122 THOMAS ROAD, FORT WAYNE, INDIANA ----------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

Improvement Resolution No. 5972-83 POPLAR NEIGHBORHOOD, PHASE II

prove curbs, sidewalks, wingwalks, and drive approaches within the following streets: DEWALD STREET - From Broadway to Fox Avenue, MINER STREET - From Creighton Avenue to Dewald, FOX AVENUE - From Creighton Avenue to Dewald Street (Bid as Alternate #1).

by grading and paving the roadway to a width of XXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5972-83 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Two dollars and thirty cents per square yard	2.30
Curb Removal	One dollar and ninety cents per lineal foot	1.90
Concrete Sidewalk	One dollar and forty cents per square foot	1.40
Concrete Wingwalk Incl. Ramps	One dollar and seventy cents per square foot	1.70
6 Inch Concrete for Drives	Seventeen dollars and no cents per square yard	17.00
8 Inch Concrete	Eighteen dollars and no cents per square yard	18.00
Concrete Curb Type III	Seven dollars and fifty cents per lineal foot	7.50
Asphalt Patching	No dollars and ten cents per lineal foot	0.10
Seed, Mulch, Fertilizer	No dollars and fifteen cents per square yard	0.15
Topsoil	Two dollars and no cents per ton	2.00
Tree Removal	One hundred dollars and no cents per each	100.00
New 2" Tree	One hundred dollars and no cents per each	100.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5972-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally
*See Liquidated Damages Provision.
and in all respects completed on or before *Sept. 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said Date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 29th day of June, 1983

ATTEST:

Lorraine J. Casper
Corporate Secretary

L. W. DAILEY, INC.

BY: [signature]

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

Betty R Collins

Its Board of Public Works and Mayor.

ATTEST:

Helen W. Gochenour
Secretary and Clerk

New Casting Furnished & Installed	Two hundred dollars and no cents per each	200.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
6" x 8" Concrete Retaining Wall	Four dollars and fifty cents per lineal foot	4.50
Total Base	Forty-three thousand, seven hundred and two dollars and fifty cents	$43,702.50

ALTERNATE I - Fox Avenue (Creighton to Dewald)

Concrete Removal	Two dollars and thirty cents per square yard	2.30
Curb Removal	One dollar and ninety cents per lineal foot	1.90
Concrete Sidewalk	One dollar and forty cents per square foot	1.40
Concrete Wingwalk Incl. Ramps	One dollar and seventy-five cents per square foot	1.75
6" Concrete for Drives	Seventeen dollars and no cents per square yard	17.00
8" Concrete	Twenty dollars and no cents per square yard	20.00
Concrete Curb Type III	Seven dollars and fifty cents per lineal foot	7.50
Asphalt Patching	No dollars and ten cents per lineal foot	0.10
Seed, Mulch, Fertilizer	No dollars and fifteen cents per square yard	0.15
Topsoil	Two dollars and no cents per ton	2.00
Tree Removal	One hundred dollars and no cents per each	100.00
New 2" Tree	One hundred dollars and no cents per each	100.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
6" x 8" Concrete Retaining Wall	Four dollars and fifty cents per lineal foot	4.50
ALTERNATE I TOTAL	Thirteen thousand, two hundred and ninety-eight dollars and seventy-five cents	$13,298.75

ALTERNATE III

New Catch Basin, Type I-C	One thousand, two hundred and fifty dollars and no cents per each	1,250.00
ALTERNATE III TOTAL	Ten thousand dollars and no cents	10,000.00
Grand Total	Sixty-seven thousand, one dollar and twenty-five cents	$67,001.25

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5972 - 1983

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve curbs, sidewalks, wingwalks, and drive approaches within the following streets:

DEWALD ST. - From Broadway to Fox Avenue

MINER STREET - From Creighton Ave. to DeWald St.

FOX AVENUE - From Creighton Ave. to DeWald St. (To be Bid as Alternate #1)

and FOX AVENUE - From DeWald Street to Poplar St. (To be Bid as Alternate #2)

This area shall also be known as POPLAR NEIGHBORHOOD, PHASE II

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this ________ *day of* ________

ATTEST: ________

Secretary & Clerk

BOARD OF PUBLIC WORKS: ________

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

------------------------------ L. W. DAILEY, INC. ------------------------------
(Name of Contractor)

--------------------- 1122 THOMAS ROAD, FORT WAYNE, INDIANA ---------------------
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire and Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SIXTY-SEVEN THOUSAND, ONE DOLLAR AND TWENTY-FIVE CENTS -- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 29th day of June, 1983, for the construction of:

Improvement Resolution No. 5972-83 POPLAR NEIGHBORHOOD, PHASE II

To improve curbs, sidewalks, wingwalks, and drive approaches within the following streets: DEWALD STREET - From Broadway to Fox Avenue, MINER STREET - From Creighton Avenue to Dewald, FOX AVENUE - From Creighton Avenue to Dewald Street (Bid as Alternate #1).

at a cost of SIXTY-SEVEN THOUSAND, ONE DOLLAR AND TWENTY-FIVE CENTS -------------- ($ 67,001.25---------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (number) counterparts, each one of which shall be deemed an original, this 29th day of June, 1983.

(SEAL)

ATTEST:

Lorraine L. Casper
(Principal) Secretary

Witness as to Principal

(Address)

L. W. DAILEY, INC.
Principal

BY

President
(Title)

(Address)

St Paul Fire and Marine Insurance Company
Surety
BY
Attorney-in-Fact
(Authorized Agent)

Yaste Zent & Rye Agency, Inc.
P.O. box 1361 Ft. Wayne, IN 46801
(Address)

Barbara A. Hunter
Witness as to Surety

6045 Radcliffe Dr.
(Address)
Fort Wayne, IN 46816

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we L. W. DAILEY, INC. as Principal, and the St Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Minnesota, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of SIXTY-SEVEN THOUSAND, ONE DOLLAR AND TWENTY-FIVE CENTS -- ($ 67,001.25-------------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 29th day of June, 1983, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5972-83 POPLAR NEIGHBORHOOD, PHASE II

To improve curbs, sidewalks, wingwalks, and drive approaches within the following streets: DEWALD STREET - From Broadway to Fox Avenue, MINER STREET - From Creighton Ave. to Dewald, FOX AVENUE - From Creighton Avenue to Dewald Street (Bid as Alternate #1).

at a cost of $ 67,001.25-------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

L. W. DAILEY, INC.
(Contractor)

BY: [signature]

ITS: President

ATTEST:

Lorraine L. Cooper

Secy.
(Title)

St. Paul Fire and Marine Insurance Company
Surety

*BY: [signature]
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

BILL NO. S-83-07-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a contract by the City of Fort Wayne by and through its Board of Public Works and L.W. Dailey, Inc., for Improvement Res. #5972-83 - Poplar Neighbhorhood , Phase II

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN — Victure Scruggs

MARK E. GiaQUINTA — Mark E. GiaQuinta

PAUL M. BURNS — Paul M. Burns

ROY J. SCHOMBURG — Roy J. Schomburg

Concurred in 7-26-83 Sandra E. Kennedy

Admn. Appr. ___________

TITLE OF ORDINANCE Contract for Res. #5972-83 Poplar Neighborhood, Ph. II with L.W. Dailey, Inc. 6340

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-83-07-17

SYNOPSIS OF ORDINANCE This contract for Improvement Res. #5972-83, Poplar Neighborhood, Phase II, is for improvement of curbs, sidewalks, wingwalks, and drive approaches within the following streets: DEWALD STREET - from Broadway to Fox Avenue, MINER STREET - from Creighton Avenue to Dewalk, FOX AVENUE - from Creighton Avenue to Dewald Street (Bid as Alternate #1). L. W. Dailey, Inc. Contractor.

PRIOR APPROVAL RECEIVED 6/7/83

EFFECT OF PASSAGE Improvement of Poplar Neighborhood

EFFECT OF NON-PASSAGE ___________

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $67,001.25

ASSIGNED TO COMMITTEE ___________